

**PURCHASE AGREEMENT FOR WATER TRANSFER
BETWEEN SELLER AND BUYERS**

This Purchase AGREEMENT for Water Transfer ("AGREEMENT") is effective April 30, 2014, by and between Western Canal Water District ("SELLER") and public agencies listed below that execute this Agreement, Alameda County Flood Control and Water Conservation District, Zone 7, County of Kings, Dudley Ridge Water District, Kern County Water Agency, Oak Flat Water District, and Santa Clara Valley Water District, and Tulare Lake Basin Water Storage District (hereinafter "BUYERS").

RECITALS

- A. SELLER is a public agency water district formed and operating pursuant to Division 13 of the California Water Code (Cal. Water Code Sections 34000 *et seq.*), and is empowered to sell water to BUYERS as provided for in this AGREEMENT.
- B. BUYERS are public agencies that execute this Agreement and are formed and operating under the California Water Code and are empowered to purchase water from SELLER as provided for in this AGREEMENT for delivery to their customers.
- C. This AGREEMENT allows for BUYERS, willing purchasers, to acquire from SELLER, a willing seller, water supplies that BUYERS have determined are needed for use in BUYERS' service areas. The water supplies to be transferred under this AGREEMENT will be a portion of the water available to SELLER under its DIVERSION AGREEMENT, dated January 17, 1986, with the State of California, acting by and through its Department of Water Resources ("DWR").

D. The water made available for transfer under this AGREEMENT will result from: CROP IDLING. CROP IDLING will be undertaken by landowners growing rice within SELLER's boundary. All CROP IDLING will occur on acreage that would have been planted with rice but for the CROP IDLING that will occur under this AGREEMENT. The rice acreage within SELLER which is eligible for inclusion in the program is shown in **APPENDIX A**, Table 1.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the PARTIES agree as follows:

1. ***Recitals Incorporated.*** The foregoing Recitals are incorporated herein by reference.
2. ***Definitions.*** The following terms shall have the following meanings as used herein:
 - (a) "BUYERS" are Alameda County Flood Control and Water Conservation District, Zone 7, County of Kings, Dudley Ridge Water District, Kern County Water Agency, Oak Flat Water District, and Santa Clara Valley Water District, and Tulare Lake Basin Water Storage District
 - (b) "CEQA" means the California Environmental Quality Act.
 - (c) "CONSUMPTIVE USE" is the evapotranspiration of applied water (ETAW), which consists of the portion of the applied irrigation water evaporated from soil or plant surfaces, transpired by the plant or incorporated into plant tissue. For purposes hereof, the CONSUMPTIVE USE of rice is 3.3 acre-feet (AF)/Acre.

- (d) "CONTRACT INTEREST RATE" is the rate of interest paid monthly by the Local Agency Investment Fund (LAIF), calculated from the date of the payment being refunded.
- (e) "CONTRACTORS" means the State Water Contractors.
- (f) "CROP IDLING" is withholding irrigation water from land such that there is no agricultural production of crops.
- (g) "CROP IDLING WATER TRANSFER PROGRAM" is the program developed and implemented by SELLER in accordance with this AGREEMENT and after compliance with regulatory requirements.
- (h) "DIVERSION AGREEMENT" is the Agreement on the Diversion of Water from the Feather River dated January 17, 1986, by and between the State of California acting by and through DWR, Pacific Gas & Electric Company, and Western Canal Water District.
- (i) "PARTICIPATING ACRE" is each acre of idled rice acreage shown in Appendix A, Table 1 that is enrolled in the SELLER 2014 CROP IDLING WATER TRANSFER PROGRAM through an agreement between the participating landowners and SELLER.
- (j) "PARTIES" are the BUYERS and SELLER. DWR, while not a Party, does have authority to consent to this AGREEMENT.
- (k) "POINT OF DELIVERY" means Department of Water Resource's delivery points to SELLER from the Thermalito Afterbay, or such other delivery point as agreed to by the PARTIES and Department of Water Resources.
- (l) "SWC AGREEMENT" means the State Water Contractors 2014 Water Transfer Agreement.

(m) "2014 IRRIGATION SEASON" means May 1, 2014 through September 30, 2014.

3. **Term.** This AGREEMENT shall be effective on the date fully executed and shall be in effect for a term ending December 31, 2014. No right of renewal or right to enter into extensions of this AGREEMENT or to enter into any new water transfer agreement is expressly granted hereunder, nor may such a right be implied from the execution of this AGREEMENT.

4. ***Agreement to Transfer Water.***

(a) The BUYERS have entered into a SWC Agreement. In the SWC Agreement, the BUYERS authorized the Contractors to handle all payments and disbursements described in this AGREEMENT on the BUYERS' behalf. The SWC Agreement requires BUYERS to deposit with the Contractors funds necessary to make the payments for water and the BUYERS' share of regulatory costs, and authorizes the Contractors to make all such payments to SELLER required by this AGREEMENT. Consequently, SELLER shall send all notices or invoices required by this AGREEMENT to the Contractors with a copy to each BUYER, and the Contractors shall send all notices and payments to SELLER under this AGREEMENT on behalf of the BUYERS. The Contractors shall make all payments to SELLER required in accordance with this AGREEMENT on the BUYERS' behalf. Nothing in this Section 4(a) shall affect or limit the BUYERS' duties and obligations under this AGREEMENT and they remain jointly and severally obligated to make the subject payments to SELLER, notwithstanding performance or non-performance on the part of the Contractors.

(b) SELLER agrees to sell, and BUYERS agree to buy, at a price of \$500.00 for each acre-foot if the final carriage loss, as determined by DWR is 26% or higher or \$600.00 for each acre-foot if the final carriage loss, as determined by DWR is 25% or less the supply derived

from CROP IDLING for delivery in 2014 for each acre foot of transfer supplies DWR determines is transferable at the POINT OF DELIVERY in accordance with DWR's "Draft Technical Information for Preparing Water Transfers Proposals" for Water Transfers in 2014, as revised in October 2013 ("Technical Information").

(c) If the shortage provision of SELLER's DIVERSION AGREEMENT with DWR dated January 17, 1986, is triggered, then SELLER may choose not participate in CROP IDLING transfers and this AGREEMENT will be deemed terminated.

5. *Payments for CROP IDLING Transfer Water.*

(a) Payments for CROP IDLING: The total purchase price for water made available by CROP IDLING shall be \$500.00 for each acre-foot if the final carriage loss, as determined by DWR is 26% or higher or \$600.00 for each acre-foot if the final carriage loss, as determined by DWR is 25% or less, provided that SELLER complies with the provisions of DWR's Technical Information. The total compensation due to the Seller can only be reduced upon a determination by DWR that the PARTICIPATING ACRES, or a portion thereof, are not in compliance with the Technical Information. Neither this section, nor any other provision in this AGREEMENT, shall establish precedent or be considered binding on the PARTIES regarding the terms and conditions of agreements governing possible future transfers.

(b) SELLER and BUYERS agree that the actual prices for water made available by CROP IDLING will not constitute a precedent for any future water transfer involving SELLER.

(c) Within 10 days from the end of each calendar month commencing in May 2014 through September 2014, SELLER shall invoice BUYERS at the \$500.00 acre foot rate for the payment required by Section 5(a) of this AGREEMENT for each acre-foot of water DWR

determines to be transferable at the POINT OF DELIVERY due to CROP IDLING, to be paid in five equal installments over the period June through October. For example, SELLER shall invoice BUYERS by June 10 for one-fifth of the purchase price with the final invoice sent by October 10. BUYERS, will pay 90 percent of the invoice amount within 30 days from the date the invoice is received by the Contractors. BUYERS, will retain 10 percent of each invoice amount pending DWR's final confirmation that SELLER delivered the amount of water as invoiced at the POINT OF DELIVERY, as defined in Section 6(c), and BUYERS will pay the final 10 percent within 30 days of DWR's determination. Payments not made within either 30-day period shall accrue interest at the CONTRACT INTEREST RATE, compounded monthly.

(d) If DWR's final carriage water loss computation, expected in the last two months of 2014, determines the carriage water loss is less than 26%, BUYERS shall make the necessary supplemental purchase payment of \$100.00 per acre foot per Section 5(a). This payment shall be made within 30 days after the DWR confirmation of either the final carriage water loss or the actual delivery.

(e) It is understood by BUYERS that once lands are idled under this AGREEMENT, said lands cannot be feasibly returned to agricultural production during the 2014 IRRIGATION SEASON, and therefore so long as the lands remain fallow under the terms of this AGREEMENT, in the event of failure to pay the amounts due in accordance with this AGREEMENT, BUYERS shall not claim that damages must be mitigated by the planting of previously idled acreage.

(f) In the event SELLER fails to idle the PARTICIPATING ACRES to provide the water pursuant to Section 6(a), for which BUYERS have contracted for, SELLER will promptly refund to BUYERS any payments made in accordance with this AGREEMENT for

each PARTICIPATING ACRE not idled. Any refunds shall include interest at the CONTRACT INTEREST RATE.

6. *Water To Be Transferred; Delivery Conditions; POINT OF DELIVERY.*

(a) For water made available by CROP IDLING:

(i) SELLER shall notify BUYERS of the amount of water offered by 5:00 pm April 30, 2014. Until April 30, 2014, SELLER may, in its sole discretion, reduce in whole or in part the amount of water being offered from CROP IDLING it wishes to make available to BUYERS. BUYERS shall notify SELLER whether they want to buy the total amount of water offered, in their sole discretion, on or before 5:00 pm May 2, 2014. Failure by BUYERS to notify SELLER on or before 5:00 p.m. on May 2, 2014, shall be deemed an election by BUYERS to take all water made available by SELLER. Once BUYERS have notified SELLER of their intent to buy water, BUYERS will have a "take or pay" obligation for the amount of water specified in their notice that is determined to be transferable by DWR at the POINT OF DELIVERY in accordance with the Technical Information.

(ii) Upon executing this AGREEMENT, SELLER agrees to enter into agreements with landowners within its boundary to idle up 10,740 PARTICIPATING ACRES from May 1 to September 30 that would otherwise be devoted to the cultivation of rice but for its performance under this AGREEMENT, thereby forgoing irrigation of PARTICIPATING ACRES for all of that quantity of water that SELLER would have otherwise provided to the landowner during the 2014 IRRIGATION SEASON from May 1 to September 30, 2014. By means of CROP IDLING, SELLER shall reduce its diversions by an amount commensurate with the reduction in CONSUMPTIVE USE of the PARTICIPATING ACRES and make available from its DIVERSION AGREEMENT the CONSUMPTIVE USE of said PARTICIPATING ACRES in accordance with the formula set forth in Appendix A, Table 2. The

PARTICIPATING ACRES idled within SELLER will be determined based upon: (1) a comparison of the amount of crop acreage that the PARTIES agree would otherwise be planted during the 2014 IRRIGATION SEASON within SELLER's boundary as shown in **Appendix A**, Table 1; and (2) the CONSUMPTIVE USE schedule for the lands idled during the 2014 IRRIGATION SEASON as shown in **Appendix A**, Table 2.

(iii) Other than as appropriate to reflect SELLER's commitment to reduce diversions by depriving PARTICIPATING ACRES of SELLER-supplied surface water, this AGREEMENT places no requirement or restriction on SELLER's diversions of surface water under its DIVERSION AGREEMENT or groundwater use by landowners within SELLER in the 2014 IRRIGATION SEASON.

(iv) SELLER shall provide DWR with the plat maps submitted by its landowners delineating the location, boundaries, and acreage of lands being idled pursuant to this AGREEMENT within fifteen (15) days of execution of this AGREEMENT. The maps will be used for monitoring and inspection activities, including on-site field verification and aerial photography to verify the PARTICIPATING ACRES idled pursuant to this AGREEMENT. SELLER agrees that it and its landowners will allow BUYERS and DWR representatives access to the facilities, lands and records of SELLER and its landowners to the extent necessary to verify performance under this AGREEMENT. SELLER, in consultation with DWR and BUYERS, shall also complete a report that accounts for all acreage idled and water thereby made available to BUYERS at the POINT OF DELIVERY under this AGREEMENT no later than December 15, 2014.

(b) The POINT OF DELIVERY of water made available by SELLER to BUYERS under this AGREEMENT shall be DWR's delivery points to SELLER from the Thermalito Afterbay, or such other delivery point as is agreed to by the PARTIES and DWR, and SELLER

shall not schedule the delivery from State Water Project (SWP) facilities of water to be transferred under this AGREEMENT. BUYERS shall be responsible for and shall bear all risks for all conveyance and other losses related to the inability of BUYERS or DWR to convey the water from the POINT OF DELIVERY to BUYERS, and for any carriage water losses assessed against BUYERS by DWR. BUYERS understand and acknowledge that the transfer of water will occur within the current and future regulatory parameters for the SWP, including all Biological Opinion requirements under the federal and state endangered species acts and any additional restrictions being implemented as a result of interim operational remedies imposed by a State or Federal court. SELLER shall in no way be responsible for BUYERS' inability, infeasibility, frustration of purpose, or increased expenses resulting from transferring or transporting the water after the POINT OF DELIVERY. BUYERS' obligations under this AGREEMENT shall remain the same notwithstanding difficulty, increased costs, impossibility or inability to transport the water to BUYERS' place of use.

(c) The water made available by SELLER's reduction in diversions pursuant to this AGREEMENT shall be for the exclusive use of the BUYERS, and SELLER shall take no actions, except those permitted by this Agreement, that would reduce the water transferred under this AGREEMENT.

7. *Obtaining Approvals, Environmental Compliance and Related Costs.*

(a) SELLER is required to obtain DWR's consent to the water transfer provided for under this AGREEMENT. BUYERS and SELLER will cooperate with and assist each other as necessary in obtaining approval and agreement from DWR.

(b) SELLER and BUYERS are required to comply with the environmental review requirements of CEQA prior to entering into this AGREEMENT. SELLER shall act as the

lead agency for processing and reviewing the proposed transfer as required under CEQA, and BUYERS and DWR shall act as responsible agencies.

(c) BUYERS shall reimburse SELLER, within 30 days of billing, for SELLER's reasonable actual out-of-pocket expenses, including SELLER's legal, environmental, and engineering consultants' fees and expenses incurred by SELLER in obtaining approvals, carrying out its CEQA responsibilities and taking other actions (Such as reporting, monitoring and mitigation measures) necessary to negotiate, enter into and implement this AGREEMENT and to perform the actions contemplated herein in an amount not to exceed \$50,000.00. SELLER will provide BUYERS with documentation for such expenses to the reasonable satisfaction of BUYERS.

(i) However, if the BUYERS notify SELLER pursuant to Section 6(a) and 6(b) that BUYERS will not buy the water offered, then SELLER will be reimbursed as described in Section 7(c) up to the point that BUYERS notify SELLER that they will not buy the offered water.

(iv) SELLER shall invoice BUYERS for all costs under Section 7(c) by no later than December 15, 2014. If SELLER fails to invoice by December 15, 2014, BUYERS are not obligated to pay as provided for under this AGREEMENT.

(d) If litigation is commenced under CEQA, or a challenge is lodged at the State Water Resources Control Board, and both BUYERS and SELLER decide to proceed with the transfer and contest such litigation, SELLER will take all necessary and appropriate actions to defend the action on behalf of both BUYERS and SELLER. Except as provided in Section 7(d)(ii), BUYERS shall, in addition to payment for the water pursuant to Section 5 and expenses pursuant to Section 7(c), reimburse SELLER, within 30 days of billing, for

100% of SELLER's reasonable actual out-of-pocket expenses, including SELLER's legal, environmental, attorneys' and engineering consultants' fees and expenses incurred in defending the action and in complying with any judicial order or remedy ordered therein. The PARTIES shall exercise reasonable efforts to cooperate with each other in defending the litigation. SELLER will provide BUYERS with documentation for such expenses to the reasonable satisfaction of BUYERS. Notwithstanding anything to the contrary in this AGREEMENT, if SELLER decides not to move forward with the litigation, the BUYERS are not obligated to make payments pursuant to Sections 5 and 7(d) and SELLER is not obligated to CROP IDLE lands for purposes of providing transfer water pursuant to Section 6, except to the extent that BUYERS will pay for water already delivered and administrative expenses as described in Section 7(c). SELLER agrees to provide notice to BUYER as soon as reasonable possible, but in no event later than 5 days, of becoming aware of any lawsuit or mitigation payment. SELLERS provide an invoice to BUYERS no later than December 15, 2014, in order to received payment under this AGREEMENT. If an invoice is not received by December 15, 2014, BUYER is not obligated to pay as provided for under this AGREEMENT.

(i) Subject to Section 7(d)(ii), BUYERS shall bear their own costs of litigation, and shall pay any monetary award associated with the litigation and shall be responsible for funding and complying with any and all remedial orders of the court, including, but not limited to, expenses related to the prevailing party's attorneys' fees, mitigation credits, costs of preparing any required environmental documentation, or any other remedial order the court may impose against SELLER.

(ii) As to claims solely challenging SELLER's conduct in SELLER's service area or above the POINT OF DELIVERY, and excepting claims, including CEQA lawsuits, that

shall be governed by Sections 7(d) and 7(d)(i), SELLER shall bear its own fees and costs of defending against such claims on behalf of both SELLER and BUYERS, and BUYERS shall participate in defending against such claims to the extent they deem necessary or appropriate, in BUYERS' sole discretion. BUYERS shall bear their own fees and costs of defending against such claims. For claims not subject to Section 7(d) or Section 7(d)(i), SELLER shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith, including but not limited to the costs of complying with any judicial order or remedy ordered therein including, but not limited to, expenses related to the prevailing party's attorneys' fees or any other remedial order the court may impose against SELLER.

(e) Notwithstanding anything to the contrary in Sections 7(c) and 7(d), BUYERS shall not be required to reimburse SELLER for the time spent by its directors, officers or employees relating to this transfer.

(f) BUYERS and SELLER are required to obtain DWR's agreement, that: (i) the quantity of water made available by SELLER at the POINT OF DELIVERY in accordance with the Technical Information is transferable to BUYERS; and (ii) DWR will divert the quantity of water calculated pursuant to Section 6(b), less carriage and any other water losses assessed by DWR, at the H.O. Banks Pumping Plant for delivery to BUYERS, consistent with BUYERS' SWP water supply contract. SELLER will cooperate with and assist BUYERS as requested to obtain DWR's agreement, but SELLER shall not act as a guarantor of such an agreement. BUYERS and SELLER acknowledge that DWR's approval will occur subsequent to executing this AGREEMENT. If DWR's agreement is not obtained, BUYERS and SELLER will confer to determine whether they will mutually agree to continue this AGREEMENT, with or without appropriate amendments.

(g) SELLER and BUYERS shall jointly obtain any and all other necessary approvals required to effectuate the water transfer under this AGREEMENT.

(h) The rights, obligations and commitments described in Sections 4, 5, and 6 shall not be effective (i) unless the environmental reviews have been completed, and the approvals, with the exception of DWR's subsequent approval acknowledged in Section 7(f), agreements and consents required in this Section 7 of this AGREEMENT have been obtained by May 1, 2014, unless any such approval, agreement or consent is waived in writing by both SELLER and BUYERS, or (ii) if litigation challenging SELLER's CEQA compliance or seeking to enjoin performance under this AGREEMENT is pending in any state or federal court as of April 18, 2014. If this AGREEMENT is executed with the PARTIES' knowledge that such approvals have not been obtained and such litigation has been initiated, then Sections 7(h)(i) and (ii) shall be deemed satisfied and indicative of the PARTIES' intent to proceed with this AGREEMENT notwithstanding such outstanding approvals and litigation. If the approvals, agreements and consents required in Section 7 are not obtained in a manner satisfactory to either Party by April 15, 2014, or if litigation seeking to enjoin performance is pending on April 15, 2014, either Party may terminate this AGREEMENT; *provided*, that if the AGREEMENT is terminated BUYERS shall be obligated to make any payments required by Section 7 for SELLER's out-of-pocket costs incurred prior to termination.

8. *Water Rights Not Affected.* No transfer of water pursuant to this AGREEMENT shall confer any appropriative, public trust or other right to water on any person or entity. Nothing in this AGREEMENT shall act as a forfeiture, diminution or impairment of any rights of SELLER to its full deliveries of water after the expiration of the AGREEMENT, and shall in no way prejudice any of SELLER's rights thereto. Consistent with the provisions of California

Water Code sections 109, 475, 1011, 1244, and 11961, the PARTIES agree that no transfers under this AGREEMENT, nor the AGREEMENT itself, is evidence of the availability of surplus water beyond the term of the AGREEMENT, nor evidence of lack of beneficial use of the water involved in the transfer, and they shall not contend otherwise. The only rights granted to the PARTIES as a result of this AGREEMENT are those expressly set forth herein.

9. General Indemnity. Subject to the provisions of Section 7(d) regarding allocation of litigation expenses, each Party (that is, SELLER on the one hand, and BUYERS on the other hand) agrees to protect, defend, indemnify, and hold harmless the other Party and its/their directors, officers, agents, servants, employees and consultants, in addition to the State Water Contractors directors and employees from and against any and all losses, claims, liens, demands and causes of action of every kind and character, without limitation by enumeration, occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying Party hereunder.

10. Construction and Interpretation. It is agreed and acknowledged by the PARTIES that this AGREEMENT has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this AGREEMENT. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this AGREEMENT.

11. Obligations Prior to Termination. Notwithstanding any other provision hereof, the obligations of the PARTIES incurred pursuant to this AGREEMENT prior to the termination of this AGREEMENT, including without limitations the obligations to make payment for PARTICIPATING ACRES and to make refunds as required, shall survive the termination.

12. Severability. The invalidity, illegality or unenforceability of any provision of this AGREEMENT shall not render the other provisions unenforceable, invalid or illegal.

13. Governing Law. This AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

14. Modifications. This AGREEMENT can only be modified by a written instrument executed by both PARTIES.

15. Entire Agreement. This AGREEMENT contains the entire understanding of the PARTIES related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referenced herein.

16. No Third Party Beneficiary. The PARTIES to this AGREEMENT do not intend to create any third party beneficiaries to this AGREEMENT, and expressly deny the creation of any third party beneficiary rights hereunder toward any person or entity.

17. Time. Time is of the essence in the performance of each and every term of this AGREEMENT.

18. Waiver. The waiver or failure to declare a breach as a result of the violation of any term of this AGREEMENT shall not constitute a waiver of that term or condition and shall not provide the basis for a claim of estoppel, forgiveness or waiver by any Party to that term or condition.

19. Attorneys' Fees. If it shall be necessary for any PARTY hereto to commence legal action or arbitration to enforce the terms and provisions of this AGREEMENT, each PARTY shall be responsible for their own attorneys' fees, expenses and costs incurred therein.

20. Captions. The section and subsection captions in this AGREEMENT are for convenience only and shall not be used in construing the AGREEMENT.

21. Additional Documents. Each PARTY agrees to make, execute, and deliver any and all

documents and to join in any application or other action reasonably required to implement this AGREEMENT.

22. **Notice.** Any and all communications and/or notices in connection with this AGREEMENT shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

**To: Western Canal Water District
Ted Trimble, General Manager
P.O. Box 190
Richvale, CA 95974
ted@westerncanal.com**

To: State Water Contractors

Eric Chapman
1121 L Street, Suite 1050
Sacramento, CA 95814-3944

To: BUYERS

See **Appendix B** attached hereto for list of names and addresses of BUYERS.

The PARTIES may change the foregoing addresses by providing written notice in compliance with this section.

23. **BUYERS' Liability.** BUYERS, and each of them, shall be jointly and severally liable for complying with the obligations, liabilities, terms and conditions of this AGREEMENT, including, without limitation, the obligations set forth in Sections 5 and 7.

24. **Counterparts; Facsimile Execution.** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is

attached to any other counterpart identical thereto except for having an additional signature page executed by any other party. Each PARTY agrees that each other PARTY may rely upon the facsimile signature of any party on this AGREEMENT as constituting a duly authorized, irrevocable, actual, current delivery of this AGREEMENT as fully as if this AGREEMENT contained the original ink signature of the PARTY supplying a facsimile signature.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year first written above.

WESTERN CANAL WATER DISTRICT

By 

Dated: 4/30/14

Title: President

By: Ted Tr

Dated: 4/30/14

Title: General Manager

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By _____

Dated: _____

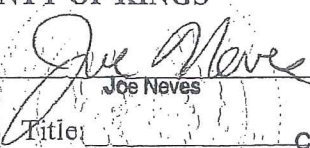
Title: _____

By: _____

Dated: _____

Title: _____

COUNTY OF KINGS

By 

Dated: APR 22 2014

Title: Chairman

By: _____

Dated: _____

Title: _____

DUDLEY RIDGE WATER DISTRICT

By 

Dated: 4-30-2014

Title: MANAGER - ENGINEER

By: _____

Dated: _____

Title: _____

KERN COUNTY WATER AGENCY

By J. M. Bl
Title: GENERAL MANAGER

Dated: 5/01/14

By: _____
Title: _____

Dated: _____

OAK FLAT WATER DISTRICT

By Anthony C. Hansen
Title: General Manager

Dated: 5/1/14

By: _____
Title: _____

Dated: _____

SANTA CLARA VALLEY WATER DISTRICT

By _____
Title: _____

Dated: _____

By: _____
Title: _____

Dated: _____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By _____
Title: _____

Dated: _____

By: _____
Title: _____

Dated: _____

APPENDIX A

Table 1

Western Canal Water District Acreage Data 2014 Crop Year

Total Standby Acreage	Total Rice Acreage	Irrigated Rice Acreage
58,520	53,700	53,700

The total standby acreage within SELLER is based on Farm Service Administration records of total irrigable acres for each field within SELLER boundaries.

The total rice acreage is the land within SELLER dedicated to rice production, derived by subtracting non-rice acreage (orchards, etc.), from the total standby acreage.

Irrigated rice acreage is that rice acreage for which irrigation water was requested by the landowner or grower, and delivered by SELLER to that acreage.

Some landowners within SELLER did not plant all of their available rice acreage in 2013. These lands constitute idled or fallowed acreage during that crop year. Idled acreage is determined by subtracting irrigated rice acreage from total rice acreage for each landowner within SELLER.

Table 2

Water Production Schedule (Based on ETAW for rice of 3.3 AF/acre, and 10,740 PARTICIPATING ACRES¹)

	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>Total</u>
ETAW in Percent	15	22	24	24	15	100
Water Production (In Acre Feet)	5,316.3	7,797.24	8,506.08	8,506.08	5,316.3	35,442

¹ PARTICIPATING ACRES cannot be irrigated from any source.

APPENDIX B

Buyer's Addresses

To: County of Kings

c/o Jacob Westra
1001 Chase Avenue
Corcoran, CA 93212

To: Dudley Ridge Water District

c/o Rick Besecker
Provost & Pritchard Engineering Group, Inc.
286 W. Cromwell Avenue
Fresno, CA 93711-6162

To: Kern County Water Agency

Lara Kimm
P. O. Box 58
Bakersfield, CA 93302

To: Oak Flat Water District

Anthea Hansen
P.O. Box 1596
Patterson, CA 95363